

6882-B
RECORDATION NO. _____ Filed & Recorded
FEB 28 1973 -9 30 AM
INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALES AGREEMENT
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of February 1, 1973, by and between NORTH AMERICAN HOPPER CAR COMPANY, c/o North American Car Corporation, 77 South Wacker Drive, Chicago, Illinois (hereinafter called "Assignor") and FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, 15th and Chestnut Streets, Philadelphia, Pennsylvania, not personally but solely as Trustee under Trust Agreement dated as of February 1, 1973, among the Investors named in Schedule 1 thereto and NORTH AMERICAN HOPPER CAR COMPANY as Trustors and the FIRST PENNSYLVANIA BANKING AND TRUST COMPANY as Trustee, (hereinafter called the "Trust"). The Trust is hereinafter called the "Assignee".

WHEREAS, Assignor has entered into a Conditional Sales Agreement dated as of February 1, 1973, among ACF Industries, Inc. Assignor and Chicago and North Western Transportation Company, which has been filed and recorded under the provisions of Section 20c of the Interstate Commerce Act as Document No. 6882 (hereinafter called the "CSA"),

NOW THEREFORE, the parties hereto agree that in consideration of the sum of \$1.00 and other good and valuable considerations paid by the Assignee to the Assignor the receipt of which is hereby acknowledged as well as the mutual covenants herein contained the parties hereto do hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its interest as Vendee in and to the CSA.
2. The Assignment hereunder is expressly subject in all respects to the rights and remedies of the Vendor under CSA including without limitation the rights and remedies against the Vendee and the Guarantor as defined in the CSA, and
3. The Assignor as Vendee under this CSA shall remain liable for the obligations of the Vendee under the CSA, however, Assignee hereby consents to any future release of Assignor's liability under the CSA.
4. The Assignee is authorized to use an executed counterpart of this Assignment to notify the Vendor and the Guarantor and the Manufacturer as defined in the CSA of this Assignment.

5. Assignee hereby agrees to assume and hold Assignee as Vendee harmless from loss or damage resulting from Assignee's failure to perform the obligations of Assignee as Vendee under the CSA.

6. Assignee acknowledges that the Units as defined in the CSA have been leased under the Lease described in the Trust.

7. This Assignment is executed by The First Pennsylvania Banking and Trust Company not personally but as Trustee as aforesaid in the exercise of the power and authority to conferred upon it and invested in it as such Trustee. No personal liability shall be asserted or enforceable against The First Pennsylvania Banking and Trust Company or any person interested beneficially in the Trust, by reason of their being beneficially interested in the Trust.

8. Assignor agrees to cause a counterpart of this Assignment to be recorded and filed under Section 20c of the Interstate Commerce Act.

NORTH AMERICAN HOPPER CAR COMPANY

BY Thomas J. Kelly
Vice Pres

THE FIRST PENNSYLVANIA BANKING AND
TRUST COMPANY, as Trustee as afore-
said and not personally

BY Wm. M. Kray
W. M. KRAY
VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 16th day of February, 1973, before me personally appeared Thomas J. Kelly, to me personally known who, being by me duly sworn, said that he is a Vice President of NORTH AMERICAN HOPPER CAR COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation this day by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan M. Sreeman
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF PHILADELPHIA)

On this 23rd day of February, 1973, before me personally appeared J. H. Kreyer, to me personally known, who being by me duly sworn said that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, which is trustee of the aforesaid Trust, that the foregoing instrument was signed by him this day on behalf of the Trust, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trustee.

Elizabeth J. Sabidra
Notary Public

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 1, 1976